Supreme Court, U.S.
FILED
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OFFICE OF THE CLERK

No. 93-211

In The

Supreme Court of the United States

October Term, 1993

ALIMADAD JATOI,

Petitioner,

v.

WILLIAM C. MEIER,

Respondent.

Petition For Writ Of Certiorari To The United States Court Of Appeals For The Fifth Circuit

REPLY BRIEF OF PETITIONER

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ARGUMENTS FIRST RAISED IN BRIEF IN OPPOSITION

1. Notification by letter from the United States District Clerk's Office on July 1, 1992, that an appeal from an Order of the Bankruptcy Court had been assigned a new Civil Action Number is sufficient notice of docketing of the appeal notwithstanding the fact that the appeal was not docketed until July 7, 1992.

2. The fact that approximately $41,261.00 in attorneys' fees allegedly incurred by William C. Meier against Alimadad Jatoi prior to the filing of a bankruptcy petition by Alimadad Jatoi was alluded to in a claim, objection to claim, objection to the Debtor's Plan of Reorganization and other motions was sufficient to allow the Bankruptcy Judge to enter a Money Judgment against the Debtor for such amount after the dismissal of the bankruptcy.

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No. 93-211

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WILLIAM C. MEIER,

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Petition For Writ Of Certiorari To The United States Court Of Appeals For The Fifth Circuit

REPLY BRIEF OF PETITIONER

Petitioner, Alimadad Jatoi, respectfully offers this Reply to Respondent's Brief in Opposition to Petition for Writ of Certiorari.

I.

CORRECTION OF ERRORS IN STATEMENT OF THE CASE BY RESPONDENT

Respondent has incorrectly stated certain matters in his Statement of the Case found on pages 2 and 3 of Respondent's Brief in Opposition to Petition for Writ of Certiorari.

The first error has to do with paragraph 7 on page 2 of Respondent's brief where he states that the Motion of William C. Meier to Withdraw as Counsel of Record and Motion to Require Debtor to Pay Attorney's Fees previously ordered by the Court, found on pages 1(a) through page 4(a) of the Appendix was the subject of a hearing on December 19, 1989.

Such statement is clearly factually incorrect. The only issue before the Court on December 19, 1989, had to do first with the objection to and the confirmation of the Debtor's, Alimadad Jatoi, ("Jatoi") Plan of Reorganization; second, the Motion for Certain Fees of William C. Meier ("Meier") to be disgorged, and third, the objection to the claim of William C. Meier.

Meier's Motion to Withdraw as Counsel of Record and Motion to Require Debtor to Pay Attorney's Fees previously ordered by the Court was clearly not before the Court as set forth on page 25 of the Transcript of the Hearing on Confirmation, Motion for Fees of William C. Meier to be Disgorged, and Objection to Claim to William C. Meier, which such pages are found on page 5(a) of the Appendix to this Reply, and where it is stated as follows:

(P. 25, Line 13-25, P. 26, Line 1-13)

> "Your Honor, I have brought with me to Court Motion to Withdraw as Counsel for Dr. Alimadad Jatoi in light of the fact that we have not been able to resolve this matter, hoping that – I've not filed it previously, hoping that it could be resolved right down to the last day of the time of this hearing. Hasn't been, and I brought a Motion with me today to file, if that is the –

> that looks as though that's going to be the circumstances needed to be accomplished, and after we finish the hearing, I'll take it upstairs and file it and ask the Court to schedule it for a hearing at a future date, if that's – if that's – and that's the procedure we need to follow, I guess, because all the other people that are involved in this litigation.
>
> "The Motion to Withdraw is prepared for filing in the Bankruptcy Court. I would – as I read the Rules, need to file a similar motion to withdraw from the representation of the interest of Dr. Alimadad Jatoi in the pending court case in the Federal Court – in the U. S. Federal Court for the Northern District that is here now pending. I believe this is now scheduled for hearing in Judge Belew's Court, Judge Mahon having recused himself."

As the foregoing testimony shows, the Motion of Meier to Withdraw as Counsel of Record and to Require Debtor to pay Attorney's Fees previously ordered by the Court was not even filed with the Bankruptcy Court at the time of the hearing on December 19, 1989. Further, it was clearly not ruled on at the hearing as can be seen from the Transcript of the testimony on p.30 which is found in the Appendix at page 6(a), which reads as follows:

> (P. 30, Line 13-25)
>
> "The Court: Alright. The objections by Debtor to the claim of Mr. Meier are overruled, and that claim is allowed. Mr. Meier's objection to the Plan will be sustained, and the Debtor's Motion for Mr. Meier's fees to be Disgorged is overruled. Mr. Meier would you please prepare three

> separate Orders for me, please sir, on each of those three matters. Mr. Meier: Yes, your Honor. The Court: I want a separate Order on each one."

Further, contrary to the statement by Mr. Meier on page 3 of his Responsive Brief to the Petition for Writ of Certiorari, there was never any notice of docketing of the appeal in compliance with Rule 8007(b) of the Bankruptcy Rules. Contained on page 7(a) through 8(a) of the Appendix is a sample of a Notice of Docketing of Appeal customarily sent by the United States District Court for the Northern District of Texas. A comparison of that document with the letter referred to in Mr. Meier's Responsive Brief found on pages 12(a) through 13(a) of the Appendix to such Brief clearly shows that it does not constitute a notice of docketing of the appeal. Further, the letter is dated July 1, 1992, and the appeal was not even docketed until July 7, 1992. (See front page of Vol. 1 of Rec.).

ARGUMENT AND AUTHORITIES

1. **NOTIFICATION BY LETTER FROM THE UNITED STATES DISTRICT CLERK'S OFFICE ON JULY 1, 1992, THAT AN APPEAL FROM AN ORDER OF THE BANKRUPTCY COURT HAD BEEN ASSIGNED A NEW CIVIL ACTION NUMBER IS SUFFICIENT NOTICE OF DOCKETING OF THE APPEAL NOTWITHSTANDING THE FACT THAT THE APPEAL WAS NOT DOCKETED UNTIL JULY 7, 1992.**

2. **THE FACT THAT APPROXIMATELY $41,261.00 IN ATTORNEYS' FEES ALLEGEDLY INCURRED BY WILLIAM C. MEIER AGAINST ALIMADAD JATOI PRIOR TO THE FILING OF A BANKRUPTCY PETITION BY ALIMADAD JATOI WAS ALLUDED TO IN A CLAIM, OBJECTION TO CLAIM, OBJECTION TO THE DEBTOR'S PLAN OF REORGANIZATION AND OTHER MOTIONS WAS SUFFICIENT TO ALLOW THE BANKRUPTCY JUDGE TO ENTER A MONEY JUDGMENT AGAINST THE DEBTOR FOR SUCH AMOUNT AFTER THE DISMISSAL OF THE BANKRUPTCY.**

The arguments made in Respondent's Brief in Opposition to the Petition for Writ of Certiorari filed by Jatoi only served to emphasize the fundamental lack of due process occasioned by a money judgment being entered against Jatoi on December 16, 1991, by the Bankruptcy Judge in the amount of $41,261.00. The Respondent's Brief in Opposition to the Petition for Writ of Certiorari contains the same type and kind of misstatements and misunderstandings of what actually took place in the Bankruptcy Court on December 19, 1989 and thereafter, which have plagued this case from inception.

First, Bankruptcy Rule 8007(b) coupled with Bankruptcy Rule 8009(a)(1) clearly establishes (i) the mechanism from which the time to file an appellant's brief begins, and (ii) the time in which the Appellant has to file his brief from that event.

Bankruptcy Rule 8007(b) provides that the record on appeal shall be transmitted by the Bankruptcy Clerk to the Clerk of the District Court and that on receipt of such record:

> "The Clerk of the District Court or the Clerk of the Bankruptcy Appellant Panel shall enter the appeal in the docket and give notice promptly to all parties to the judgment, order or decree appealed from of the date on which the appeal was docketed."

The purpose for such requirement is obvious when one reads Bankruptcy Rule 8009. It is the date of docketing of the appeal that the fifteen (15) days begins to run from in which the Appellant has to file an Appellant's Brief. *See* Bankruptcy Rule 8009(a)(1). As can be seen from a comparison of the letter referred to on pages 12(a) through 13(a) of the Appendix to Respondent's Brief in Opposition and the Notice of Docketing of Appeal referred to on page 6(a) of the Appendix to the Reply Brief of Petitioner, in the case before the Court, no notice of docketing of the appeal was ever sent. In fact, the letter referred to in Respondent's Brief in Opposition bears a date six (6) days earlier than the date upon which the appeal was actually docketed in the District Court. (See front page of Vol. 1 of Record.)

The allegations set forth on pages 5 through 7 of Respondent's Brief in Opposition are inappropriate,

immaterial and irrelevant to the issues before this Honorable Court. Those allegations have to do with a former case of the Petitioner and not with the case before the Court, and to attempt to ingraft the facts of that case onto this case is inappropriate and irrelevant to the issues before this Court.

The fundamental lack of due process afforded Jatoi in this matter arises out of the Bankruptcy Judge entering a money judgment against him in the amount of $41,261.00 on December 16, 1991, at a time when no adversary proceeding or proceeding that could be remotely construed as an adversary proceeding existed on the part of Meier seeking a money judgment, and at a time when the bankruptcy had been dismissed and the Court no longer had any jurisdiction of a "non-core" adversary proceeding.

In order to obtain a money judgment against Jatoi for attorney's fees incurred prior to the filing of the Bankruptcy Petition it would have been necessary for Meier to have brought a proceeding to recover money or property against Jatoi. Such a proceeding under Rule 7001 of the Bankruptcy Rules is clearly an adversary proceeding. See *In Re: Williams,* 13 B.R. 640 (U.S.B.C. E.D. Wash. 1981). None of the pleadings or issues which were before the Bankruptcy Court on December 19, 1989, were proceedings to recover money. The only proceedings which were before the Bankruptcy Court on that date were (i) the Motion of Jatoi for Fees of William C. Meier to be Disgorged (see page 9(a) through 13(a) of Appendix and the Response thereto (pages 14(a) through 17(a) of Appendix); the Objection to the Claim of William C. Meier (see pages 18(a) through 21(a) of Appendix) and the Response

thereto (see pages 22(a) through 28(a) of the Appendix) and Objection to Jatoi's Proposed Plan of Reorganization (see pages 29(a) through 32(a) of Appendix). None of said pleadings sought the recovery of money or joined the issue in the form of an adversary proceeding which would have entitled the Bankruptcy Judge to have entered a money judgment against Jatoi with respect to the pre-petition attorney's fees alleged to have been incurred by Meier.

An examination of the Motion to Disgorge Fees (see Appendix pages 1(a) through 3(a) of Petitioner's Reply Brief) clearly showed that the sole issue raised in that pleading had to do with a specific case (*A. M. Jatoi v. Park Center, Inc., et al*) in which Meier had settled the case and had placed certain funds in his trust account and Jatoi was seeking an accounting for those funds. None of this pleading has anything to do with the $41,261.00 in pre-petition attorney's fees which Meier alleges he was owed. Further, none of these pleadings could be constituted an adversary proceeding pursuant to Rule 3007 of the Bankruptcy Rules. Rule 3007 provides that an objection to a claim joined with a demand for relief of a kind specified in Rule 7001 may constitute an adversary proceeding. No where in any of the responsive pleadings filed by Jatoi to the claim of Meier or other responsive pleadings before the Court at the time of the December 19, 1989 hearing, or in any of the pleadings filed by Meier was a demand for relief of a kind specified in Rule 7001 sought.

The two cases cited by Meier *In the Matter of Post v. Ewing*, 119 B.R. 566 (D.C.S.D. Ohio 1989); and *In the Matter of Sanford (Willis v. Cruz)*, 125 B.R. 230 (D.C.E.D. Mo. 1991) clearly are not applicable to this case. In the

Post case, *supra*, the attorney for the Debtor during the pending of a bankruptcy demanded a payment from the debtor for his post-petition services without obtaining approval of the Bankruptcy Court. The Bankruptcy Judge subsequently dismissed the bankruptcy and ordered the debtor's attorney to return the fees he had obtained from the debtor without bankruptcy court approval. All that *Post v. Ewing* stands for which has clearly been recognized is that a bankruptcy court retains jurisdiction to construe their own orders and to see that orders entered prior to the dismissal of the bankruptcy are followed.

Likewise, the case of *In Re: Sandford* stands for the same proposition. The facts of that case involve an attorney who had obtained fees from the debtor following confirmation of a Plan of Reorganization and before the dismissal of the bankruptcy for work to be done in conjunction with a state court lawsuit. These fees and the retention of the attorney were without authorization from the bankruptcy court and subsequently the bankruptcy court ordered the attorney to file an accounting for such fees and seek approval of same. Subsequently, the attorney, never having filed such an accounting, the bankruptcy court dismissed the case and retained jurisdiction regarding such matters.

Finally, Jatoi would argue that an action by Meier to recover $41,261.00 in pre-petition attorney fees from him even if brought in the context of an adversary proceeding would not be a core proceeding and accordingly the bankruptcy court would not retain jurisdiction of same after dismissal. A core proceeding is one that has as its foundation the creation, recognition or adjudication of

rights which would not exist independent of a bankruptcy involvement. Clearly, Meier's claim for pre-petition attorney's fees did not depend upon the Bankruptcy Court's involvement and did not have its foundation in rights created thereby. A "non-core" proceeding is a proceeding that is "otherwise related" to a case under Title 11. Clearly Meier's claim for pre-petition attorney's fees would constitute a proceeding "otherwise related" to a case under Title 11 and had it been brought in the form of an adversary proceeding, would have constituted a "non-core" adversary proceeding over which the Bankruptcy Court would not have retained jurisdiction subsequent to dismissal. *See In Re: GWF Inv., Ltd.*, 85 B.R. 771 (Bankruptcy S.D. Ohio, 1988).

CONCLUSION

Thus, and for all the foregoing reasons, as set forth in Jatoi's Petition or Writ of Certiorari, the Court should grant the Writ of Certiorari and set the case down for briefing and argument on the issues herein presented.

Respectfully submitted,

Dooley & Rucker, P.C.
Michael R. Cooper
#04782000

3300 Oak Lawn, Suite 602
Dallas, TX 75219
(214) 443-0309

Attorneys for Jatoi

LAW OFFICE OF WILLIAM C. MEIER
& ASSOCIATES, P.C.

Central Park Tower
2350 Airport Freeway, Suite 660
Bedford, Texas 76022
817/283-9528; metro 540-5295

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	IN PROCEEDINGS
	§	UNDER CHAPTER 11
ALIMADAD JATOI	§	
	§	CASE NO. 487-42139-MT-11
DEBTOR	§	
	§	(Filed Dec. 19, 1989)

MOTION TO WITHDRAW AS COUNSEL OF RECORD AND MOTION TO REQUIRE DEBTOR TO PAY ATTORNEY'S FEES PREVIOUSLY ORDERED BY THIS COURT

TO THE HONORABLE MASSIE TILLMAN, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW WILLIAM C. MEIER, Attorney of Record for ALIMADAD JATOI and Movant herein, and files this his Motion to Withdraw as Counsel of Record and Motion to Require Debtor to Pay Attorney's Fees Previously Ordered by this Court, and in support thereof would respectfully show the Court as follows:

I.

Movant is compelled to withdraw from this case for the reason that a personality conflict exists between Movant and Debtor which makes it impossible for Movant to continue representation of Debtor.

II.

Movant would further show that on February 2, 1989, an Order Awarding Compensation and Expenses was entered, which Order authorized the payment of $6,010.00 in attorney's fees and $44.70 in expenses. Movant would further show that on February 8, 1989, an Order Awarding Compensation and Expenses was entered, which Order authorized the payment of $6,445.00 in attorney's fees and $132.37 in expenses. Movant would further show that on March 13, 1989, an Order Awarding Compensation and Expenses was entered, which Order authorized the payment of $2,232.50 in attorney's fees and $97.50 in expenses. As of the date of this Motion, there remains an unpaid balance totaling $14,962.07 on said Orders. Movant requests that Debtor be ordered to pay all fees remaining unpaid on each of these three (3) Orders dated February 2, 1989, February 8, 1989 and March 13, 1989, as well as any additional fees which have accrued since the entry of the Orders which may be ordered paid by this Court.

III.

Movant would show the Court that Movant has filed a proper claim for attorney's fees accumulated under

written Authority to Represent and Fee Agreements executed by the Debtor, DR. ALIMADAD JATOI, along with is wife, DR. ALCINA F. JATOI, and THE JATOI PARTNERSHIP, having a balance due of $41,261.00. Movant asserts a claim to be inserted in the Plan of Reorganization if the Plan is approved over Movant's objection for this amount. Movant asserts an attorney's lien possessory in nature on all of the files and records in his possession as to these clients. In filing a claim in the bankruptcy matter of Debtor, ALIMADAD JATOI, Movant expressly retains his claim against other clients responsible for these fees.

WHEREFORE, Movant prays that he be allowed to withdraw as Attorney of Record for Debtor, ALIMADAD JATOI, and that Debtor be ordered to pay all attorney's fees and expenses which remain unpaid on the Orders of February 2, 1989, February 8, 1989, and March 13, 1989, and the accumulated fees of $41,261.00 as more fully identified herein and in motions pending before the Court, any additional fees which this Court may award, and that Movant be granted such other and further relief to which he may show himself justly entitled, both at law and in equity.

Respectfully submitted,

LAW OFFICE OF WILLIAM C.
MEIER & ASSOCIATES, P.C.
Central Park Tower
2350 Airport Freeway, Suite 660
Bedford, Texas 76022
817/283-9528; metro 540-5295

By: /s/ William C. Meier
WILLIAM C. MEIER
State Bar No. 13909000

ATTORNEYS FOR DEBTOR

* * *

[p. 25] these Motions in Court that we're hearing today.

Your Honor, I was about to finish by saying that the original Schedules that were filed in this Chapter 11 case included me as a creditor. I was listed as a creditor. I was not listed as a disputed or contingent creditor, and it's my understanding if from what little I know about bankruptcy law that if that's filed in that fashion, I was not required to file a claim, and I was not required to file a Proof of Claim in this Chapter 11 proceeding in order to go forward with this claim at this time for those accumulated fees.

Your Honor, I have brought with me to Court Motion to Withdraw as counsel for Dr. Alimadad Jatoi in light of the fact that we've not been able to resolve this matter, hoping that – I've not filed it previously hoping that it could be resolved right down to the last day of the time of this hearing. Hasn't been, and I brought a Motion with me today to file, if that is the – that looks as though that's going to be the circumstances needed to be accomplished, and after we finish the hearing, I'll take it upstairs and file it and ask the Court to schedule it for a

* * *

[p. 30] John Penn. Mr. Meiers says he did. I'm sure he participated in it, but Mr. St. Clair Newbern participated also and was paid $35,000 to do that.

Dr. Jatoi believes that he – he's been – of all the – all the problems he's had, his attorney's fees are a major one, and the cause of his bankruptcy. That would be the total sum of the testimony that Dr. Jatoi would proffer, and if it

please the Court, I would submit that if he wants to hear it from the witness stand, we can do it, but in the interest of time, I would proffer that as Dr. Jatoi's testimony.

THE COURT: All right. The objections by the Debtor to the claim of Mr. Meier are overruled, and that claim is allowed.

Mr. Meier's objection to the Plan will be sustained.

And the Debtor's Motion for Mr. Meier's fees to be disgorged is overruled.

Mr. Meier, would you prepare three separate orders for me, please, sir, on each of those three matters?

MR. MEIER: Yes, Your Honor.

THE COURT: I want a separate Order on each one.

* * *

United States District Court

Northern District of Texas

July 27, 1993

Nancy Doherty
Clerk of Court

Honorable Joe Kendall
Judge, U.S. District Court
1100 Commerce
Dallas, Texas 75242

Re: BANKRUPTCY NO.
ADVERSARY NO.

Dear Judge Kendall:

Pursuant to Bankruptcy Rule 8007, the U.S. Bankruptcy Clerk's Office has referred the record on appeal in the above styled case to this office. This case was entered on the docket in this office on July 27, 1993. The briefing time for the parties will start to run on July 27, 1993. Attorneys of record are directed to Bankruptcy Rule 8009 for briefing times. Attached is the record on appeal with related case papers. The record on appeal has been assigned Civil Action No. 3:93-CV-1451-X.

Sincerely,
NANCY DOHERTY

/s/ Mary Jane Lord
Deputy Clerk

Enclosures

cc: Honorable Robert McGuire, U.S. Bankruptcy Judge
Honorable Michael Youdin, U.S. Bankruptcy Clerk
Attorneys of Record

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	)	CASE NO. 487-42139-11
ALIMADAD JATOI	)	(Filed Dec. 11, 1989)
DEBTOR	)	

DEBTOR'S MOTION FOR THE FEES OF WILLIAM C. MEIER TO BE DISGORGED

COMES NOW Alimadad Jatoi, debtor, in the above captioned matter and makes this motion for the fees of William C. Meier ("Meier") to be disgorged and in support thereof would show the Court the following:

1. Debtor retained William C. Meier and his lawfirm as counsel for the case *A. M. Jatoi v. Park Center, Inc., d/b/a Doctors Community Hospital, Robert J. Morris, C. J. Godell, Myron L. Glickfeld, J. Gordon Dowling, Robert Starr and Leroy Gillian* in the 348th Judicial District Court of Tarrant County, Texas in July 1987.

2. In December 1987, Meier negotiated a settlement for debtor in the approximate amount of $56,000.00. At this time, debtor had already filed for bankruptcy and was under the jurisdiction of the bankruptcy court.

3. Under the rules of the Bankruptcy Code, any monies received by debtor are to be deposited in a fund and then schedules are to be filed with the bankruptcy court.

4. Meier deposited the settlement in his trust account. Although Meier released approximately $8,000.00 to debtor, approximately $13,000.00 was paid to

St. Clair Newbern in settlement of debtor's account and Meier retained the balance of the settlement. On the information and belief of debtor, the amount that Meier retained in his trust account was $35,000.00.

Further, Meier received a $10,000.00 retainer from debtor.

There is an additional amount of $18,000.00 that Meier received which is accounted for in a letter dated July 22, 1987 from a member of Meier's staff (attached hereto as Exhibit "A").

Debtor believes that these amounts, totaling $63,000.00 have never been accounted for by Meier.

5. Meier's fees have been based on $150.00 per hour and not $125.00 as directed by the Court.

WHEREFORE PREMISES CONSIDERED, debtor Alimadad Jatoi prays that a hearing be set and that upon hearing of this motion, the Court will sustain the same and order William C. Meier & Associates, P.C. to disgorge the sum of $35,000.00 the sum of the settlement which Meier retained, the $10,000.00 retainer and the $18,000.00 payment which Meier has never accounted for and such other and further relief to which debtor may show himself entitled both at law and in equity.

DATED: December 11, 1989.

Respectfully submitted,

LAW OFFICES OF JOE B. ABBEY
1717 Main Street
Suite 2220
Dallas, Texas 75201
(214) 748-0423

BY: /s/ Joe B. Abbey
Joe B. Abbey
Bar No. 00789000

STATE OF TEXAS)
COUNTY OF DALLAS)

VERIFICATION

BEFORE ME, the undersigned Notary Public, on this day personally appeared ALIMADAD JATOI, who being by me duly sworn on his oath deposed and said that he is the DEBTOR in the above-entitled and numbered cause and that every statement contained therein is within his personal knowledge and are true and correct.

/s/ Alimadad Jatoi
ALIMADAD JATOI

SUBSCRIBED AND SWORN TO BEFORE ME, on the 8th day of (SRA) December, 1989, to certify which witness my hand and official seal.

/s/ Sybil R. Allison
Notary Public in and for
Dallas County, Texas

My Commission Expires:
8-3-89

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion for the Fees of William C. Meier to be Disgorged was placed in the United States Mail addressed to attorney of record, William C. Meier, 2350 Airport Freeway, Suite 660, Bedford, Texas 76022 on this the ___ day of December, 1989.

/s/ Joe B. Abbey
Joe B. Abbey
Attorney for Dr. Alimadad Jatoi

EXHIBIT "A"

LAW OFFICE OF
WILLIAM C. MEIER
ATTORNEYS AND COUNSELORS AT LAW

CENTRAL PARK TOWER
2360 AIRPORT FREEWAY, SUITE 660
BEDFORD, TEXAS 76022

WILLIAM C. MEIER 817/283-9528
METRO 540-5295

July 22, 1987

MEMORANDUM

TO: Dr. Jatoi
FROM: Ann am

Enclosed are two copies of our statement dated July 21, 1987.

Per instructions from WCM, I have deposited today into the Trust Account of Law Offices of William C. Meier the June and July payments (per court order) from Corporation J Enterprises, Cambridge Management Services, Inc. as Agent, in the amount of $18,000.00.

Also, per instructions from WCM, a payment in the amount of $675.17 was hand delivered today to Ms. Tina Skeen, DSI Capital Markets Group, per her July 13, 1987, letter to you regarding reimbursement of expenses.

/am
Enclosures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	
ALIMADAD JATOI,	§	CASE NO. 487-42139-11
	§	
DEBTOR.	§	(Filed December 16, 1989)

RESPONSE TO DEBTOR'S MOTION
FOR THE FEES OF WILLIAM C. MEIER
TO BE DISGORGED

COMES NOW WILLIAM C. MEIER, Claimant in the above-captioned cause, and files this Response to the Motion for Disgorgement of Fees and for such pleading would show the Court the following:

1. Debtor requested WILLIAM C. MEIER to take over a long-pending law suit styled *A.M. JATOI v. Park Center, et al,* and Claimant agreed to represent JATOI's interest in attempting to resolve by settlement that litigation.

2. A settlement was negotiated with Park Center, Inc., through its attorney, James A. Williams, of the law firm of Bailey & Williams, with the settlement amount being $55,726.27. That settlement proposal was approved upon Application for Approval of Settlement Agreement and Deposit of Settlement Fund, filed on February 4, 1988, with an Order Approving Settlement Agreement and Deposit of Settlement Funds dated February 24, 1988, signed by this Honorable Court.

3. Pursuant to the Order of the Court, the funds were deposited into the trust account of WILLIAM C.

MEIER, attorney for Debtor, and paid according to previously-approved Court orders and upon the specific written approval of Debtor-in-Possession, DR. ALIMADAD JATOI.

4. All funds were distributed according to a disbursement instruction of DR. ALIMADAD JATOI dated March 1, 1988, a copy of which is attached hereto as Exhibit "A". As a further allegation in Paragraph 4, Debtor claims WILLIAM C. MEIER received a $10,000.00 retainer. In fact, the Court approved a post-petition retainer in the amount of $25,000.00; however, that retainer was not paid as funds were not available to the Debtor. No other retainer was ever paid by Debtor to the Law Office of William C. Meier or any firm representing Dr. Alimadad Jatoi. An initial deposit of $10,000.00 was paid against legal fees upon the written Authority to Represent and Fee Agreement dated December 4, 1986, which deposit was credit against legal services rendered prior to the filing of the bankruptcy.

5. Prior to the filing of the bankruptcy, payments were ordered of $9,000.00 per month for June and July of 1987. By checks dated July 20, 1987, Corporation J Enterprises, Cambridge Management Services, Inc., as Agent, issued two (2) checks payable to WILLIAM C. MEIER, Trustee. Those checks were deposited in the Law Office of William C. Meier Trust Account, and subsequently, checks were written on July 23, 1987, to ALIMADAD JATOI in the amount of $4,324.83, which check was endorsed "For Deposit Only" and deposited in First Texas Savings Account by DR. ALIMADAD JATOI; a check for $9,000.00 was made payable to DR. ALIMADAD JATOI dated July 28, 1987, and was endorsed to

WILLIAM C. MEIER to be applied on account; likewise, a check in the amount of $4,675.17, dated July 28, 1987, was made payable to DR. ALIMADAD JATOI and endorsed to the Law Office of William C. Meier in payment on account. Those latter two (2) payments were in relation to a statement dated July 21, 1987, delivered to DR. ALIMADAD JATOI prior to the time of the endorsement of the checks, covering attorney's fees due for that statement of $10,000.00, with the balance of $3,675.17 paid on expenses due.

6. Each and every payment received by the Law Office of William C. Meier regarding activities as attorney for DR. ALIMADAD JATOI were deposited in trust accounts and paid out only upon express approval and instruction of DR. ALIMADAD JATOI, in his individual capacity before the filing of the bankruptcy, and as Debtor-in-Possession and in accordance with Court Orders after the filing of the bankruptcy.

7. In Paragraph 5, Debtor inaccurately reflects the approved Application to Employ Attorney, a copy of which is attached hereto as Exhibit "B". The Order Authorizing Employment of Attorney dated August 28, 1987, is attached as Exhibit "C". Upon the filing of the first Application for Allowance of Attorney's Fees filed November 19, 1987, Claimant sought approval of fees in the amount of $14,132.50. A copy of that application is attached hereto as Exhibit "D". The application provided for an additional amount of $50.00 per hour to be added to the regular hourly charges for Court appearances. Upon approving the Order Awarding Compensation and Expenses, the Court reduced that $50.00 additional charge to a $25.00 additional charge, and then approved

the fee application in the amount of $14,107.50. There was only one (1) hour court appearance on Page 2 of the detailed statement for Professional Services Rendered from August 4, 1987, through October 31, 1987, which was the subject of the $25.00 reduction. Since that time, hourly charges for out-of-court activities on the part of WILLIAM C. MEIER have been $150.00 per hour and $125.00 per hour for Robert T. Miller, Jr., with in-court claims totalling $25.00 additional.

WHEREFORE, PREMISES CONSIDERED, Claimant WILLIAM C. MEIER prays that a hearing be set, and upon of the Motion it be in all things denied, and that this Claimant be afforded such other and further relief to which he may show himself justly entitled, both at law and in equity.

DATED: December 18, 1989.

Respectfully submitted,

LAW OFFICE OF WILLIAM C.
MEIER & ASSOCIATES, P.C.
Central Park Tower
2350 Airport Freeway, Suite 660
Bedford, Texas 76022
817/283-9528; metro 540-5295

By: /s/ William C. Meier
WILLIAM C. MEIER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	)	
ALIMADAD JATOI	)	CASE NO. 487-42139-11
DEBTOR	)	(December 11, 1989)

OBJECTION TO CLAIM OF WILLIAM C. MEIER

COMES NOW Alimadad Jatoi ("Jatoi"), debtor in the above captioned case and objects to the claim of William C. Meier ("Meier") and in support thereof would show:

1. Claimant Meier and his law firm have represented the debtor since 1986 in several causes of action to wit:

Amega Construction, Inc. vs. Dr. Alimadad Jatoi et al; formerly Cause No. 236-91117-85, formerly pending in the 236th Judicial District Court of Tarrant County, Texas, and currently pending in the Bankruptcy Court, Fort Worth Division.

Guaranty Federal Savings & Loan Association vs. Alimadad Jatoi, M.D.; formerly Cause No. 141-105085-87, and currently pending in the 141st Judicial District Court of Tarrant County, Texas, prior to being removed to the Bankruptcy Court or the United States District Court.

Coldwell Banker Commercial Group, Inc. d/b/a Coldwell Banker Commercial Real Estate Services vs. Alimadad Jatoi d/b/a J Enterprises; formerly Cause No. 87-20711-1, in the Tarrant County Court At Law No. One, Tarrant County, Texas, prior to being removed to the Bankruptcy Court. (Now Dismissed)

2. Neither case is close to settling and both are set for trial in the summer of 1990. Extensive discovery has been completed.

3. To date, debtor has payed claimant $288,394.10 in attorney's fees of which $136,608.60 was payed after debtor filed for bankruptcy on August 4, 1987. While the fees were approved by the Court, the debtor is not aware of a motion filed in advance which would allow objections.

4. Debtor believes that nothing of significance has been accomplished by Meier to warrant $288,394.10 in attorney's fees before either case has been tried. The fees have been excessive in light of the work done. No results have been accomplished.

5. Meier is claiming $14,962.07 in administrative fees. Debtor objects to the $14,962.07 claim in that in a letter dated January 19, 1989 (attached hereto as Exhibit "A") Meier submitted a bill for $12,632.07 and advised debtor that no further work would be done until the bill was payed. Additionally Meier stated verbally that he resigned and would do no more work. No further work has been done by Meier with the exception of a letter written to Judge Porter in Amega Construction, Inc. v. Dr. Alimadad Jatoi, et al, Cause No. 48841-E requesting a transfer of the case. The extra $2,330.00 Meiers claims is due him is not accounted for.

6. Meier is also claiming $41,261.00 as a secured claim as well as the $14,962.07 in administrative fees for a total of $56,223.07. Debtor objects to the excessive amount of this claim in light of the fees already paid out to Meier and his firm. These claims in no way represent reasonable

fees for services rendered and do not represent fair value upon quantum meruit for services rendered.

7. In addition, in his proof of claim, Meiers only asserts that $14,962.07 is owed him. Under the bankruptcy code all creditors claims must be filed by the filing deadline in order to be considered for payment by the bankruptcy court. Since Meier only listed $14,962.07 by the filing deadline, this is the only amount that should even be considered as Meier's claim.

8. In support of his assertion that Meier's claims do not represent reasonable fees for servies [sic] rendered, debtor would show that in an order (attached hereto as Exhibit "B") in the Amega case, Judge Mahon was provoked to deliver the following footnote:

> "Based upon the limited record before the Court, it seems that Guaranty Federal Savings' lien is prior to Amega's lien. If this is true, the Court expects the parties to resolve this issue *without further expense to the clients* and without further use of judicial resources. (Emphasis supplied)
>
> The Court need not remind the competent and learned counsel in this case of the salutary effect of Rule 11 of the Federal Rules of Civil Procedure which requires counsel to have a good faith belief in their assertions prior to presenting such to the Court. Extensive discovery has taken place in these proceedings and the Court expects that all assertions are based upon sound factual support."

Throughout the time in question Meier charged $150.00 per hour for his fees. In open court the Honorable

Judge Massie Tillman requested Meier to reduce his application for fees to $125 per hour. To the knowledge of the debtor all of Meier's fees are based on $150.00 per hour.

9. Further, on the information and belief of debtor, Meier has received several sums of money which were never accounted for by Meier. First, Meier retained approximately $35,000.00 in his trust acount [sic] which was received in settlement of A. M. Jatoi v. Park Center Inc., et al in the 348th Judicial District Court of Tarrant County, Texas. Second, Meier received a $10,000.00 retainer from debtor. Third, Meier received $18,000.00 as shown in a July 22, 1987 letter from a member of Meier's staff (attached hereto as Exhibit "C").

WHEREFORE PREMISES CONSIDERED, Debtor Alimadad Jatoi prays that upon hearing of this Objection, the Court will sustain the same, deny approval of the claim of William C. Meier for $14,962.07 in administrative fees and $41,261.00 as a secured claim, and approve such other and further relief to which debtor may show itself justly entitled, both at law and in equity.

Dated December 11, 1989.

Respectfuly [sic] submitted,

LAW OFFICES OF JOE B. ABBEY
1717 Main Street
Suite 2220
Dallas, Texas 75201
(214) 748-0423

BY: /s/ Joe B. Abbey
Joe B. Abbey
Bar No. 00789000

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
ALIMADAD JATOI,	§	CASE NO. 487-42139-11
DEBTOR.	§	(December 11, 1989)
	§	

RESPONSE TO OBJECTION TO CLAIM
OF WILLIAM C. MEIER

COMES NOW WILLIAM C. MEIER, Claimant in the above case, and files this Response to the Objection to Claim of William C. Meier filed by Debtor on December 11, 1989, and in support of such pleading would show the Court the following:

1. Claimant would show that the many matters upon which he has represented the Debtor greatly exceed those listed in Paragraph 1 of Debtor's Objection. Debtor correctly states that the case of *Amega Construction, Inc. v. Dr. Alimadad Jatoi, et al,* now consolidated with the case of *Alimadad Jatoi v. U.S. Life Title,* is currently pending in the United States District Court for the Northern District of Texas, Adversary Proceeding No. 487-4266. The case of *Guaranty Federal Savings & Loan Association v. Alimadad Jatoi* has been fully settled upon terms and conditions as approved by the Bankruptcy Court in its Order Approving Settlement dated May 17, 1989. The case styled *Coldwell Banker Commercial Group, Inc. d/b/a Coldwell Bank Commercial Real Estate Services v. Alimadad Jatoi d/b/a J Enterprises* has likewise been settled, and is no longer pending.

2. Claimant would show that he has represented Dr. Jatoi in pending litigation based upon written contracts for employment dated December 4, 1986, between DR. ALIMADAD JATOI, DR. ALCINA JATOI and THE JATOI PARTNERSHIP, as Clients, and the law firm of Adams, Meier, Addison & Associates, P.C.; upon written Authority to Represent between the same parties and WILLIAM C. MEIER, individually, by agreement dated March 5, 1987; which was then supplanted by a written Authority to Represent and Fee Agreement effective August 4, 1987, and dated October 26, 1987, between THE JATOI PARTNERSHIP (the partners being DR. ALIMADAD JATOI and DR. ALCINA F. JATOI), DR. ALIMADAD JATOI, individually, and DR. ALCINA F. JATOI, individually, and WILLIAM C. MEIER, individually.

3. Debtor correctly asserts that the pending case of *Amega Construction, Inc. v. Dr. Alimadad Jatoi and U.S. Life Title* is not close to settling and is set for trial in the United States District Court for the Northern District of Texas in the Summer of 1990. Debtor is likewise correct that extensive discovery has been completed. Eighteen (18) depositions were completed in the month of June 1987 alone in preparation for a trial setting in the 236th Judicial District Court of Tarrant County, Texas, where the case was pending prior to the bankruptcy.

4. Debtor inaccurately asserts payment of $288,394.10. The correct total payments of attorney's fees is $187,010.00. Of that total amount, $90,707.50 was paid prior to bankruptcy, and $96,302.50 was paid post-bankruptcy after August 4, 1987. In every instance of payment since the date of the filing of the bankruptcy, a Motion was filed and a copy forwarded to ALIMADAD JATOI

prior to an Order being entered by the Bankruptcy Court regarding approval of the fee application. Debtor ALI-MADAD JATOI was given full explanation of every statement, and full opportunity to make any objection he chose at the time.

5. Claimant disputes the validity of the preposterous position stated by Debtor in Paragraph 4 of the Objection that nothing was accomplished in WILLIAM C. MEIER's representation, and attributes the statement to Debtor's suffering from acute selective, negative monetary amnesia. Claimant asserts Debtor benefited from resolution of many of the legal matters pending at the time of his initial representation, including a reduction in debt claimed against the Debtor's principal asset, an office building on Brown Trail in the City of Bedford, Texas, whereby the first lien debt on that property was reduced from a claimed approximate $11,000,000.00 to a documented $5,700,000.00 upon settlement of an adversary proceeding that began as a state court action styled *Guaranty Federal Savings & Loan Association v. Alimadad Jatoi.* The fees are reasonable and necessary to accomplish the goals and objectives of the client in a professional manner.

6. Debtor misreads the letter of January 19, 1989, attached as an Exhibit "A" to Debtor's Objection to Claim of William C. Meier pertaining to Paragraph 5. The letter of January 19, 1989, reflected previously-filed Applications for Allowance of Attorney's Fees to Attorney for Debtor, one filed December 2, 1988, and one filed January 9, 1988, which totaled the amount stated in the letter of $12,632.07 for attorney's fees and expenses. Subsequently, the last Application for Allowance of Attorney's Fees was

filed February 11, 1989, which requested fees of $2,232.50 for legal services rendered in the month of January, 1989. Two (2) items of one-tenth (.1) hour each were charged after January 19, 1989, regarding receipt of letters that were forwarded to Dr. Jatoi. The balance of all other work was completed prior to the January 19, 1989, letter as reflected in the statement attached to the Application for Allowance of Attorney's Fees. After the January time frame, correspondence received at the office was forwarded regularly upon receipt to the Debtor without further charge or request for attorney's fees or expenses. The amount of the administrative claim of $14,962.07 results from the total of all of the outstanding, approved attorney's fees and expense orders through the time frame of January 31, 1989. Claimant has, upon the request of Debtor, held matters in abeyance pending Debtor's attempted resolutions of his bankruptcy matter. Claimant took action at Debtor's request in contacting Debtor's former bankruptcy attorney and meeting with other attorneys representing Debtor from time to time without further claim for attorney's fees or expenses.

7. Debtor again suffers from acute selective, negative monetary amnesia in the assertions made in Paragraph 6 of the Objection. The total claim of $41,261.00 merely represented the accumulated portion of fees that would have been charged on the written contracts but for the contingency aspect of the contracts as drafted, and were principally accumulated in the latter portion of the months when tremendous amounts of hours were dedicated by Claimant and his firm to the work of the pending litigation. In the month of June 1987 alone a total of 335.65 hours was expended by four (4) attorneys and one

(1) paralegal in an effort to prepare for the trial setting then scheduled for trial on the merits of the *Amega* lawsuit in the 236th Judicial District Court. In order to accomplish the settlement with Guaranty Federal and achieve a savings of several million dollars in first lien debt upon Debtor's principal asset, a multi-story office building on Brown Trail in Bedford, Texas, Claimant agreed with Dr. Jatoi to forego any contingency claim in exchange for reimbursement of the accumulated fees in the future. The accumulated fees represent reasonable charges in lieu of a contingent fee interest in the pending litigation in light of the benefits of the settlement reached with Guaranty Federal.

8. Debtor inaccurately asserts the requirement for Claimant to file a claim in a Chapter 11 proceeding where the Debtor in Possession lists the claim in his schedules filed with the Court. Debtor listed a claim for attorney WILLIAM C. MEIER in his schedules without asserting that such claim was disputed, contingent or unliquidated, and accordingly, there was no need for Claimant to file a claim pursuant to 11 U.S.C. §521(a) and 11.06a2.

9. Debtor correctly quotes form the footnote of Honorable Judge Eldon Mahon. This comment was given at a hearing prior to the full resolution of the Guaranty Federal Savings & Loan Association lien question with Amega Construction, and successfully resolved by negotiation between counsel, including the counsel for U.S. Life Title. That is an example of competent counsel resolving a legal issue in their clients' best interests.

10. As a portion of Paragraph 8 of the Objection, Debtor inaccurately recalls activities in Open Court. This

Honorable Court approved an hourly fee of $150.00 per hour for attorney WILLIAM C. MEIER, an attorney of more than twenty (20) years experience in litigation of cases. The Court did reduce the $50.00 additional charge for in-court time to $25.00 additional charge for in-court time in Open Court at the time of the hearing on the first Application for Allowance of Attorney's Fees. After that portion was corrected, the Court thereafter approved every application upon the fee schedule approved by the Court. Again, Debtor simply is inaccurate in his recollection of the events occurring in Court.

11. All sums received by WILLIAM C. MEIER, as attorney for ALIMADAD JATOI, or in any way associated with his representation of DR. JATOI were totally accounted to DR. ALIMADAD JATOI, and handled in accordance with Court orders after the filing of the bankruptcy on August 4, 1987. The matters mentioned in Paragraph 9 of the Objection are the subject of a motion for fees to be disgorged, and are dealt with more fully in the response to that motion.

WHEREFORE, PREMISES CONSIDERED, Claimant WILLIAM C. MEIER prays that upon hearing of this matter, the Court sustain his position and enter its order directing that $14,962.07 be paid as administrative fees according to the Plan of Reorganization of DR. ALIMADAD JATOI, and that $41,261.00 be allowed as a secured claim, secured by WILLIAM C. MEIER's lien on the legal documents and papers of the litigation of DR. ALIMADAD JATOI, and Claimant moves that the Court approve such other and further relief to which he may show himself justly entitled, both at law and in equity.

DATED: December 18, 1989.

Respectfully submitted,

LAW OFFICE OF WILLIAM C.
MEIER & ASSOCIATES, P.C.
Central Park Tower
2350 Airport Freeway, Suite 660
Bedford, Texas 76022
817/283-9528; metro 540-5295

By: /s/ William C. Meier
WILLIAM C. MEIER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
ALIMADAD JATOI,	§	CASE NO.
	§	487-42139-11
DEBTOR.	§	

OBJECTION TO DEBTOR'S PLAN OF REORGANIZATION

(Filed Nov. 30, 1989)

NOW COMES WILLIAM C. MEIER of the LAW OFFICE OF WILLIAM C. MEIER & ASSOCIATES, P.C., one of the creditors listed in Debtor's Disclosure Statement and Plan of Reorganization, and in support of his Objection to the Debtor's Plan of Reorganization submitted by Debtor represents as follows:

1. The Movant and his law firm represent Debtor as attorney of record in two causes of action presently pending in the United States District Court, Northern District of Texas, Fort Worth Division. Movant was approved as special litigation counsel to represent the Dr. Alimadad Jatoi, Debtor, by Order of the Bankruptcy Court entered on August 31, 1987. (A copy of said Order is attached hereto as Exhibit "A".)

2. Thereafter, Movant filed several Applications for Allowance of Attorney's Fees for fees and expenses incurred after the filing of the Chapter 11 Bankruptcy, which were all approved by the Bankruptcy Court. However, three (3) of the Applications remain unpaid at this time: (1) Order Awarding Compensation and Expenses

entered on February 2, 1989, approving fees in the amount of $6,010.00 and expenses in the amount of $44.70 (attached hereto as Exhibit "B"); (2) Order Awarding Compensation and Expenses entered on February 8, 1989, approving fees in the amount of $6,445.00 and expenses in the amount of $132.37 (attached hereto as Exhibit "C"); Order Awarding Compensation and Expenses entered on march 13, 1989, approving fees in the amount of $2,232.50 and expenses in the amount of $97.50 (attached hereto as Exhibit "D").

3. The Debtor has listed the amount of $14,000.00 as an unsecured claim under Section 3.21 of the Debtor's plan of Reorganization, listing as Class 20 an amount of $14,000.00 as an unsecured claim, and stating that the Class 20 claim is impaired. Debtor's reference to $14,000.00 may be an apparent inaccurate reflection of a total of $14,962.07 previously approved by the Court as set out more fully herein (see Exhibits "B", "C" and "D"). However, the correct amount which has been approved by the Bankruptcy Court is $14,687.50 in fees, and $274.57 in expenses, for a total amount approved of $14,962.07 (see Exhibits "B", "C" and "D"). That amount of money is not an unsecured claim, but rather is properly classified as an administrative claim in accordance with the provisions of Sections 503(b) or 507(a)(1), (3), (4) or (6) of the Bankruptcy Code, and should properly be listed as a Class 1 claim. The Bankruptcy Court has previously approved these claims and they are not impaired as an administrative claim.

4. An additional claim exists which should properly be listed as a Class 20 claim. This claim consists of attorney's fees in the amount of $41,261.00 actually incurred

on behalf of Dr. Alimadad Jatoi at the time of the filing of his Chapter 11 bankruptcy, but accumulated upon written agreement between the parties in exchange for an assigned chose in action interest in the pending lawsuit styled *Amega Construction Company, Inc. v. Dr. Alimadad Jatoi, et al.* That contingent fee assigned interest was subsequently waived upon express agreement with Alimadad Jatoi that the work represented by those hourly fee charges would be compensated in the future. There remains due and owing the accumulated sum of $41,261.00 in hourly fee charges at reasonable rates, which should properly be listed as a Class 20 claim. This claim should be a secured claim because notice has been given to Alimadad Jatoi by William C. Meier that he asserts an attorney's lien against the books, records and papers in his possession, securing payment of claims for attorney's fees. The $41,261.00 amount represents reasonable fees for services rendered, and likewise, in the alternative, represents fair value upon quantum meruit for services rendered.

5. William C. Meier has been advised as of this date by attorney Joe Abbey, representing Alimadad Jatoi, that further pleadings will be filed concerning this claim for attorney's fees. Movant William C. Meier specifically reserves the right to respond, amend or supplement this Objection at any time under applicable Court rules after the filing of a pleading by attorney Joe Abbey on behalf of Alimadad Jatoi.

WHEREFORE, PREMISES CONSIDERED, Movant WILLIAM C. MEIER prays that upon hearing of this Objection, the Court will sustain the same, deny approval of the Debtor's Plan of Reorganization, will revise the

claim for attorney's fees and expenses in the amount of $14,962.07 to a Class 1 administrative claim, will include the amount of $41,261.00 as a secured claim at Class 20, and will grant to the Law Office of William C. Meier & Associates, P.C. such other and further relief to which it may show itself justly entitled, both at law and in equity.

DATED: November 29, 1989.

Respectfully submitted,

LAW OFFICE OF
WILLIAM C. MEIER &
ASSOCIATES, P.C.
Central Park Tower
2350 Airport Freeway,
Suite 660
Bedford, Texas 76022
817/283-9528;
metro 540-5295

By: /s/ William C. Meier
WILLIAM C. MEIER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served upon Joe B. Abbey, 1717 Main Street, Suite 2220, Dallas, Texas 75201, Attorney for Debtor, via express mail, return receipt requested on this 29 day of November, 1989; and was served on the attached list of attorneys of record/parties in interest by placing same in the United States Mail, postage prepaid, on this 29 day of November, 1989.

/s/ William C. Meier